

BinPorter Terms & Conditions

Household bin put-out and return service

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Provider: Keyurkumar Bhikhalal Devaiya, sole trader, trading as BinPorter

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These Terms & Conditions apply to BinPorter household services and form part of the agreement between BinPorter and the customer. Customer-specific details such as Customer ID, name, address, start date, collection day, bins, access instructions and regular contract price are confirmed separately.

1. What we do

We wheel the agreed bin or bins scheduled for collection to the agreed collection point on the evening before collection, after 7:30 pm, then return them to their agreed storage location within the agreed same-day window. Both visits are included in the monthly service.

Your usual council or collection contractor empties the bins. BinPorter does not empty bins, wash bins, sort waste, move loose bags or transport waste unless separately agreed in writing.

2. How to subscribe

Before submitting an enquiry, the customer is asked to review the current BinPorter Terms & Conditions through the enquiry process. The enquiry form may ask the customer to confirm that they have read the Terms & Conditions before the enquiry is submitted.

After BinPorter reviews the enquiry, BinPorter sends the customer their customer-specific service details, including their Customer ID, service address, confirmed start date, collection day, bins, regular contract price and any applicable first-month charge. The customer must review those service details and reply "I agree". The subscription only starts after BinPorter receives that acceptance and confirms the service start date. Sending an enquiry by itself does not create a subscription.

3. Service area and acceptance of customers

BinPorter only provides service in locations it chooses to service. Sending an enquiry does not guarantee that an address will be accepted.

BinPorter may decline a new subscription where the address is outside the current service area, the route cannot reasonably be serviced, access is unsafe or impractical, or the requested service falls outside the standard household service. Where practical, BinPorter may instead offer separately agreed arrangements for a non-standard service.

4. Regular contract price and standard household service

BinPorter's regular monthly contract price is NZ\$39.99 per month. The same regular contract price applies to the standard household service for all customers.

The standard household service covers up to three normal household bins, with each bin having a capacity of up to 240 litres, subject to the agreed collection schedule and safe access requirements.

More than three bins, bins larger than 240 litres, unusually difficult access, or another non-standard requirement may be declined or may require separate written arrangements.

5. Promotions and discounts

Any current or future promotional discount is handled separately from the regular contract price. If a promotion applies, BinPorter will confirm the promotional price, the period it applies for and any relevant conditions by email, text or another written message.

The promotional amount will be applied to the customer's bill for the stated period. When the promotion ends, the customer's regular contract price automatically resumes unless BinPorter confirms another promotion in writing.

A temporary promotion does not change the customer's regular contract price, and the customer does not need to accept the full Terms & Conditions again simply because a temporary promotion starts or ends.

6. Service start date and first-month charge

A customer may join BinPorter during any week of the month. The official service start date will be a Sunday, as confirmed by BinPorter.

If service starts part-way through a month, the first-month charge is calculated using the monthly price actually applicable to that customer for that month. If a promotional monthly price applies for that month, that promotional monthly price is used as the base. Otherwise, the regular contract price is used.

First-month charge = applicable monthly price ÷ number of calendar days in that month × number of calendar days remaining in that month, including the confirmed Sunday start date.

If service starts on the first day of a month, the full applicable monthly price for that month is charged. From the following month, the applicable full monthly price is charged, subject to any promotion then in effect.

7. Referral rewards

An existing BinPorter customer may refer another person by giving them their BinPorter Customer ID. The new customer must provide that Customer ID when making their enquiry.

A referral becomes successful after the referred customer accepts by replying "I agree", their service starts, and their first invoice is paid.

The current referral reward is 50% off one full monthly billing period for the referring customer. The referral reward percentage or amount is promotional and may change for future referrals. The reward that applies is the reward advertised or confirmed by BinPorter at the time the referral becomes successful.

A maximum of three successful referral rewards may be earned under each Customer ID. Referral rewards are non-cash, non-transferable and do not stack in the same billing month. If more than one reward has been earned, each reward is applied to a separate future full monthly billing period.

An earned referral reward must be used within 12 months after BinPorter confirms the successful referral, otherwise it expires. A household cannot refer itself or use another Customer ID for the same service address.

BinPorter may refuse, cancel or withdraw a referral reward where BinPorter reasonably believes the referral is fake, duplicated, manipulated, a self-referral, linked to the same service address, or created mainly to obtain a discount rather than as a genuine new-customer referral.

A Customer ID may be shared for referral purposes and must be used as the payment reference where required. It is not a password. Customers must not share private access information, such as gate codes, key locations or other security details, together with their Customer ID. Private access information should only be provided directly to BinPorter through an agreed private communication method.

8. Permission and safe access

You confirm that you can authorise access, including any necessary shared-driveway permissions, and permit BinPorter and any authorised helper to use the agreed outdoor route. We do not enter your home.

By 7:30 pm on the evening before collection, you must make sure the agreed route is clear, gates are unlocked or otherwise accessible, pets are secured, and the correct bins are in the agreed storage location and ready to move.

Tell us about hazards, changed access, access codes or damaged bins before the visit. We leave gates as agreed and do not climb gates, enter locked areas or force locks.

9. Bins and collection schedules

BinPorter checks the published collection calendar, including notified holiday changes. Tell us promptly if your collection arrangements change.

BinPorter can follow collection-day changes caused by public holidays where those changes are shown in the usual published collection calendar. If the council or collection contractor changes a collection day for another reason and that change is not available to BinPorter through the usual published information, the customer must tell BinPorter as soon as possible. BinPorter is not responsible for a missed or affected service where it reasonably followed the published schedule and was not informed of that separate change.

You are responsible for having the correct bins available and ready for the scheduled visit and for ensuring their contents meet the collection provider's rules, including closed lids and applicable weight limits.

BinPorter will only put out the bin or bins scheduled for collection for that particular week. Bins that are not scheduled for collection that week will not be moved unless otherwise agreed.

We do not move overloaded, leaking, hazardous or damaged bins that cannot be handled safely. Changes to the bins, storage location or access arrangements must be communicated to BinPorter.

10. Moving house, multiple properties and changing address

A subscription applies only to the service address confirmed for that Customer ID and does not automatically transfer to another property.

Each property requires its own Customer ID and separate subscription, even where the same person owns or pays for more than one property.

If you move house or want to change the service address, contact BinPorter before service is required at the new address. BinPorter must confirm the new address, collection schedule, access details and start date before service begins there.

11. Blocked or unsafe access

If our team attends for a scheduled visit but cannot safely access or move the bins because of a customer-side issue - for example a locked gate or door, inaccessible route, unsecured pet, obstruction, missing bin, wrong bin location or bins not ready by 7:30 pm - the scheduled visit is treated as an attempted and chargeable visit.

We will record the reason where reasonably practical. No additional penalty is added beyond the normal charge for that visit. A repeat visit is only made if separately agreed. If BinPorter simply does not attend the scheduled visit, that visit is not chargeable.

12. Proof of attendance and service records

BinPorter may keep reasonable operational records of visits, including the date, time, service status and notes about access or completion. Where reasonably necessary, BinPorter may also take a photo of the bin, agreed access area or collection point to document that a visit was completed or to record a service problem.

Service records and photos are used for operations, customer support and dispute resolution and are handled in accordance with the Privacy section below.

13. Missed visits and delayed collections

If BinPorter misses a visit or causes a missed collection by putting out the wrong scheduled bin, putting it out late or incorrectly, or returning it before the contractor has had a reasonable opportunity to collect it, we will try to put it right promptly. If we cannot, an appropriate credit or refund may be provided for the affected BinPorter visit.

If BinPorter puts out the correct scheduled bins on time and completes the agreed return visit, our service is completed even if the council or collection contractor does not empty the bins for reasons outside BinPorter's control.

Examples may include contamination, prohibited items, excess weight, compacted or stuck contents, an unregistered bin, a refusal tag, or a council or contractor missed collection, delay or disruption. Completed BinPorter visits remain chargeable unless BinPorter caused or contributed to the problem.

14. Payment and invoices

For normal ongoing service, BinPorter issues the monthly invoice on the 1st of each month for that calendar month. Payment is due by the 14th of that month.

For a new customer starting part-way through a month, BinPorter may issue the first invoice when the subscription is confirmed. The first invoice must be paid within 7 calendar days of the invoice date.

Payment may be made by bank transfer. A customer may also choose to set up their own automatic payment through their bank. The customer remains responsible for using the correct amount and must use their BinPorter Customer ID as the payment reference so the payment can be matched to the correct account.

If an invoice becomes overdue, BinPorter will send a reminder and give the customer at least 7 calendar days to bring the account up to date. If payment is still outstanding after that period, BinPorter may pause future service until the overdue amount is paid.

No service credit or refund is owed for scheduled visits missed while service is paused because of the customer's overdue payment. Service may resume after the overdue balance is paid and BinPorter confirms the restart.

If a customer overpays, or if BinPorter owes a service credit, the amount may be applied to the next invoice. The customer may instead request a refund of an available credit, subject to any amount still properly owing on the account.

BinPorter does not add a late-payment penalty under these Terms & Conditions.

15. Repeated non-payment, access problems or service misuse

BinPorter may end a customer's subscription where there is repeated non-payment, repeated blocked or unsafe access, repeated failure to have the agreed bins ready, abusive or threatening behaviour, misuse of the service, or another repeated issue that makes the service unreasonable or unsafe to continue.

Where reasonably practical, BinPorter will first tell the customer about the issue and give them an opportunity to correct it. BinPorter may end or pause service immediately where there is a serious safety threat, fraud, threatening behaviour or another serious breach.

Ending service does not remove the customer's responsibility to pay any amount properly owing for service already provided or chargeable under these Terms & Conditions.

16. Disruption and service changes

For unsafe weather, illness or another disruption, BinPorter will notify you as soon as reasonably possible and arrange a suitable helper or alternative visit where practical.

If BinPorter cannot provide a paid scheduled visit for a reason on BinPorter's side, an appropriate credit, refund or alternative visit will be arranged. BinPorter may immediately pause access or end service where there is a serious safety threat.

17. Cancellation, final invoice, holidays and refunds

There is no fixed-term commitment. Either party may end the service by giving at least seven days' written notice by email, text or another agreed written method.

The service and normal charges continue during the seven-day notice period, including scheduled visits falling within that period. The customer remains responsible for completed or attempted visits in accordance with these Terms & Conditions and for scheduled service during the notice period.

This is a notice period, not an additional cancellation penalty. BinPorter may issue a final invoice covering any unpaid completed or attempted visits and any scheduled service falling within the seven-day notice period, less any credit or refund properly owed to the customer.

Any prepaid amount relating to service after the final service date will be adjusted or refunded as appropriate. Any temporary holiday pause and any related billing adjustment must be agreed in writing.

18. Care, damage and complaints

BinPorter will use reasonable care and skill when providing the service. Report damage, service concerns or complaints as soon as reasonably possible, with photos or other details where available, so the issue can be investigated.

Nothing in these Terms & Conditions removes any customer rights or remedies that cannot lawfully be excluded under applicable New Zealand law. Nothing in these terms limits rights under the Consumer Guarantees Act.

19. Privacy

BinPorter may collect and hold customer contact details, Customer ID, service address, billing information, bin details, access instructions and service records for the purpose of setting up, providing and administering the service.

Access details are treated as private and are only shared with people or service providers who reasonably need them to provide or support the service, or where required by law. Service photos are limited to what is reasonably necessary to document bins, access, attendance or a service issue and are not used for marketing without separate permission.

20. Policy and regular-price changes

BinPorter may update operational policies or these Terms & Conditions where reasonably necessary for the service, safety, legal compliance or business operations.

For a material change that could disadvantage a customer, BinPorter will send written notice with a plain-language summary of what is changing and the effective date. Customers may contact BinPorter to discuss the change.

If BinPorter proposes to increase the regular contract price above the price previously agreed, BinPorter will give at least 30 days' written notice showing the new regular price and the date it will take effect. A customer may cancel before the new regular price applies in accordance with the cancellation terms.

21. Acceptance

Before submitting an enquiry, the customer is asked to review the current BinPorter Terms & Conditions. After BinPorter reviews the enquiry, BinPorter sends the customer their customer-specific service details.

The customer may accept the service by replying "I agree" to BinPorter's email or message. By replying "I agree", the customer confirms that they accept the customer-specific service details and the BinPorter Terms & Conditions version that applied when the enquiry was submitted. BinPorter will then confirm the service start date.